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March 26, 1986

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oreginalist of attached

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THOMAS S. DOERR
MARY-LYNNE RICIGLIANO
HANNAH R. HANDLER
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SANDRA SHULMAN GREENSTEIN
MARTHA L. LESTER
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LINDA PICKERING
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BY HAND

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JOSEPH LEVOW STEINBERG MATTHEW P. BOYLAN

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JOHN D. SCHUPPER STEPHEN N. DERMER MICHAEL L. RODBURG

ARNOLD FISHER

Mr. Michael Mandracchia
Bureau of Industrial Site
Evaluation
Division of Waste Management
New Jersey Department of Environmental
Protection
428 East State Street
Trenton, New Jersey 08625

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ALAN WOVSANIKER KENNETH J. SLUTSKY DAVID L. HARRIS ZULIMA V. FARBER

MICHAEL D. FRANCIS OF COUNSEL

RE: In the Matter of Hexcel Corporation ECRA Case No. 86009, Administrative

Consent Order

Dear Mike:

Enclosed please find the Access Agreement for the above-referenced facility. The messenger will standby to await receipt of the executed Administrative Consent Order.

Very truly yours,

Edward A. Hogan

EAH/jac Enclosures

SDMS Document



88643

LICENSE AGREEMENT

This License Agreement made on the <u>20</u> day of January 1986 between FOA Corporation, a Delaware Corporation, and Hexcel Corporation, a Delaware Corporation (hereafter alternatively referred to as "Licensee").

I. RECITALS

- 1. The Environmental Cleanup Responsibility Act,

 N.J.S.A. 13:1K-6, et seq. ("ECRA"), was signed into New Jersey

 State law by Governor Thomas H. Kean on September 2, 1983, and took effect on December 31, 1983.
- 2. The State of New Jersey Department of Environmental Protection, Bureau of Industrial Site Evaluation ("DEP") is the regulatory agency responsible for the administration and enforcement of ECRA.
- 3. FOA, pursuant to an Asset Purchase Agreement with Hexcel dated December 31, 1985 (the "Agreement"), will acquire assets of the Hexcel Industrial Chemicals Group, including the real property and improvements known as 205 Main Street, Lodi, New Jersey.
- 4. Hexcel Industrial Chemicals Group operates a manufacturing and laboratory facility at 205 Main Street, Lodi, New Jersey; and more particularly known as Block 81-A, Lot 10-A, and Block 161-A, Lots 1A and 2A, on the Tax Assessment Map of the Town of Lodi ("Facility").
- 5. The Facility is subject to the provisions of ECRA and, to effectuate compliance with ECRA, and to facilitate the consummation of the Agreement, Hexcel will execute an Administrative Consent Order ("ACO" or "Order") with DEP on or about January 29, 1986.

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- 6. A condition of the ACO requires that Hexcel obtain a grant of access to the subject property for itself and for DEP for purposes of conducting ECRA compliance activities. FOA desires to grant such access.
- 7. Therefore, for the purposes set forth above and in consideration of mutual promises herein contained, Licensee and FOA agree as follows:

II. GRANT OF LICENSE

8. FOA, as Licensor, on behalf of itself, its divisions, subsidiaries and affiliates, hereby grants to Licensee and DEP, affective the date of closing under the Agreement, a license to enter upon, be situate on, and use the Facility for the purpose set forth in Section III.

III. LIMITATION OF PURPOSE

9. The Facility may be entered upon, be situate on, or used by Licensee and DEP solely for fulfillment of investigative and remedial activities necessitated by ECRA, and for incidental purposes related thereto, which activities shall include, but not be limited to, those set forth in the ACO, beginning upon consummation of the transaction and continuing until this License Agreement is terminated as hereinafter provided.

IV. DURATION AND TERMINATION

may not terminate this License Agreement. Licensee and DEP shall have the rights granted herein beginning upon consummation of the transaction and continuing until all investigative and remedial activities have been completed and, pursuant to ECRA, a Negative Declaration regarding the Facility has been approved by DEP. At

such time this License Agreement will terminate.

V. ACCESS AND ASSISTANCE

granted by this License Agreement shall be unrestricted, during normal business hours. Reasonable notice shall be given to FOA. FOA shall, when requested by Licensee or DEP, or when the need arises, upon reasonable notice assist Licensee in their performance of activities, including, but not limited to, all necessary records and personnel, which are necessitated by the ACO and to facilitate ECRA compliance in the most efficacious and cost effective manner. FOA shall make available on the Facility during the term of this License Agreement an informed person to assist Licensee and DEP in the exercise of their license as set forth herein, and able to perform the activities, if any, which FOA may be obligated to perform under the terms of this License Agreement.

VI. GENERAL TERMS

- 12. This License Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
- 13. With respect to entry upon, situate on, and use of the facility relative to compliance with the to be issued ACO, this Agreement contains the entire agreement between the parties and supersedes and replaces all prior agreements and understandings.
- 14. With respect to entry upon, situate on and use of the facility relative to compliance with the to be issued ACO, no representations or warranties are made or have been relied upon by either party other than those expressly set forth herein.

- 15. No agent, employee, or other representative of either party is empowered to alter or amend any of the terms of this License Agreement, unless such alteration and/or amendment is in writing and has been signed by an authorized representative of both of the parties; this provision cannot be orally waived.
- 16. The paragraph headings appearing herein are for the convenience of the parties and are not to be used or construed so as to modify the terms and conditions of this License Agreement in any fashion.
- 17. Anything to the contrary notwithstanding, the terms and conditions of this License Agreement and the rights and obligations created as a result thereof, shall be binding upon and/or inure to the benefit of, the parties hereto, their officers, directors, agents, employees, their respective successors, assigns, designees and contractors.
- 18. Except for DEP, this License Agreement shall not inure to the benefit of any other third party not a party to this Agreement.
- 19. Any and all notices permitted or required to be given pursuant to this License Agreement will be given in writing by certified mail or telex for Hexcel to Edward A. Hogan, Esq., Lowestein, Sandler, Brochin, Kohl, Fisher, Boylan & Meanor, 65 Livingston Avenue, Roseland, New Jersey 07068 and for FOA to William J. Reidy, 450 Franklin Avenue, Wyckoff, New Jersey, 07481, with a copy to William S. Greenawalt, Halperin, Shivitz, Eisenberg, Schneider, & Greenawalt, 11 East 44th Street, N.Y., N.Y. 10017.

IN WITNESS WHEREOF the parties have executed this Agreement

BY:

DATE:

John F

--Gary

January 17, 198

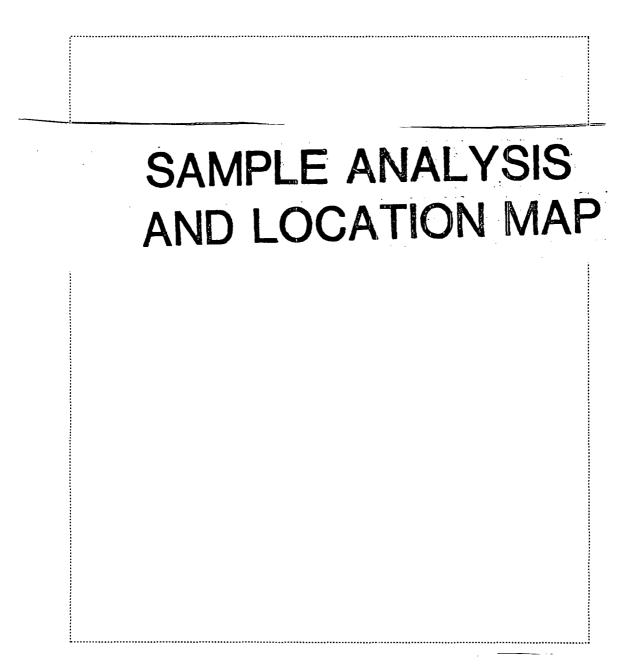
BY:

DATE:

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NOTICE ABOUT OVERSIZED MAP

THIS MAP IS AN OVERSIZED DOCUMENT. IT IS AVAILABLE FOR REVIEW AT THE U.S. EPA SUPERFUND RECORDS CENTER, 290 BROADWAY, 18TH FLOOR, NEW YORK, NY 10007
PHONE: (212) 637-4308.



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Item 1.B.

Establishment consists of two contiguous parcels.

Parcel 1: Tax Lot Number 10-A (1.9 acres) Tax Block Number 81-A

Parcel 2: Tax Lot Number 1A, 2A (1 acre) Tax Block Number 161-A

Annual Facility Report
Prepared Pursuant to the New Jersey
Hazardous Waste Regulations

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION HAZARDOUS WASTE GENERATOR ANNUAL REPORT 1984

I.	EPA ID Number: NJD 010363324
II.	Generator Name: HEXCEL CORPORATION
III.	Check here if there was no hazardous waste manifested during the report year.
III B.	Check here if the company is considered a small quantity generator.
IV.	Contact Person: JAMES R. HIGDON
v.	Phone Number: 201-472-6800
vi.	Annual total of waste generated (Attachment)
VII.	Company information verification (Attachment)
VIII.	Certification
	I certify that the information given in this annual report is true accurate and complete.
	James R. Higdon (Print or type name) (Signature) (Date)

P	age	 of	

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION MANIFEST SECTION GENERATOR ANNUAL REPORT 1984

1.	Generator Name: _	Hexcel Corp.	EPA	ID No.	NJD 0103633	24
	Site Address:	205 Main St., Lodi, Nj	076	44		
2.	Transporter Name:	Rollins Environmental	EPA	ID No.	NJD 0532882	39
3.	TSD Facility Name	: Rollins Environmental	EPA	ID No.	NJD 0532882	39
	TSDF Address: R	oute 322 W. Bridgeport,	NJ	08014		
4,	Waste Information	:				
	Waste Type	Waste Description		DOT Haz		Units
	Liquid	Waste compound, cleaning liquid		Combust liquid NA 1993		lbs

For each combination of transporter and TSD facility, list the total NOTE: quantity manifested for each waste type.

Item 8.C.

Date of Action: 10/26/81

Section of Law Violated: Title 7, Chapter 27, Subchapter 17, Section 17.3(a).

Type of Enforcement Action: Alleged TVOS release/Cease and Desist Order.

Description of Violation: Asserted that TVOS were being

released from the facility via non-permitted equipment.

How Was the Violation Resolved: Operations modified. Use
of certain "Table 1" compounds discontinued. Necessary permit applications submitted within period set by the Agency.

Attachment "E"

Item 7.A.

Air Pollution Control Permit Continuation List

Permit No.	Certificate No.	Date of Approval or Denial	Reason for Denial	Expiration Date
024401		1/6/76	N/A	1/24/87
024400		11/6/76	N/A	1/24/87